DISTRICT COURT, DOUGLAS COUNTY, COLORADO 4000 Justice Way Castle Rock, Colorado 80109 (720) 437-6200	DATE FILED: June 16, 2023 4:35 PM CASE NUMBER: 2022CV30071
Plaintiff: ROBERT C. MARSHALL, v. **Defendants: DOUGLAS COUNTY BOARD OF EDUCATION; MICHAEL PETERSON, REBECCA MYERS, KAYLEE WINEGAR and CHRISTY WILLIAMS, in their official capacities as members thereof.**	**▲COURT USE ONLY▲** Case Number: 2022CV30071 Division: 5
FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDERS	

THIS MATTER came on for trial to the court June 12, 2023. At the conclusion of the trial the court took its ruling under advisement. Now having reviewed the evidence received both at the preliminary injunction hearing[1] and at this hearing, having considered the parties' stipulations, statements of counsel, the court file, applicable law, and having assessed the credibility of the witnesses, the court finds and orders as follows:

STATEMENT OF THE CASE

Plaintiff Robert C. Marshall ("Marshall") is a resident of Douglas County, Colorado. Defendant Douglas County Board of Education ("BOE") is a local public body subject to the provisions of the Colorado Open Meetings Law, § 24-6-401, et seq. ("COML"). [2] Michael Peterson ("Peterson"), Rebecca Myers ("Myers"), Kaylee Winegar ("Winegar") and Christy Williams ("Williams")(collectively "Individual Defendants") are four of the seven members of the BOE. Peterson, Myers, Winegar and Williams were elected as members of the BOE in November, 2021 and were referred to as the "majority board members" at various times during the proceedings. David Ray ("Ray"), Elizabeth Hanson ("Hanson"), and Susan Meek ("Meek") are the other three BOE members and at various times during the proceedings were referred to as the "minority board members."

[1] "…any evidence received upon an application for a preliminary injunction which would be admissible upon a trial on the merits becomes part of the record on the trial and need not be repeated upon the trial…" C.R.C.P. 65(a)(2).
[2] The Open Meetings Law is part of the "Colorado Sunshine Act of 1972," § 24-6-101, et seq.

Marshall filed a Complaint[3] alleging the four Individual Defendants engaged in activity that violated the COML by discussing and deciding to terminate the employment of Corey Wise ("Wise"), as superintendent of the Douglas County School District (hereafter "DCSD"), outside a public meeting of the BOE. The Complaint alleges three claims for relief:

1) Declaratory Relief for Past Violations of the Colorado Open Meetings Law; 2) Injunctive Relief Barring Further Violations of the Colorado Open Meetings Law; 3) A Declaration that the Decision to Terminate the Employment of Superintendent Wise is Null and Void.

Marshall also filed a Motion in which he requested a preliminary injunction prohibiting the Defendants from further violating the COML by engaging in discussions of public business by three or more members of the BOE through a series of gatherings by less than three members at a time. On February 25, 2022, the court held a hearing and on March 9, 2022, entered an order granting the preliminary injunction.

The court will address the Plaintiff's claims for relief in turn. In doing so the court includes certain language previously used in the preliminary injunction order. The findings that the court makes are by a preponderance of the evidence and in support of its findings, the court will reference some, but by no means all the evidence that supports its conclusions.

ANALYSIS

The Colorado General Assembly enacted COML. The declaration of policy which prefaces that statute provides:

> It is declared to be a matter of statewide concern and the policy of this state that the formation of public policy is public business and may not be conducted in secret. *§ 24-6-401, C.R.S.*

COML goes on to state:

> All meetings of a quorum or three or more members of any local public body, whichever is fewer, at which any public business is discussed or at which any formal action may be taken are declared to be public meetings open to the public at all times. *§24-6-402(2)(b), C.R.S.*

"Meetings" are defined as:

> [A]ny kind of gathering, convened to discuss public business, in person, by telephone, electronically, or by other means of communication. *§ 24-6-402 (1)(b), C.R.S.*

In discussing the purpose of COML, the Colorado Court of Appeals has observed that it affords the public access to a broad range of meetings at which public business is considered; it

[3] The original complaint was superseded by a First Amended Verified Complaint.

gives citizens an expanded opportunity to become fully informed on issues of public importance; and it allows citizens to participate in the legislative decision-making process that affects their personal interests. *Walsenburg Sand & Gravel Co., Inc. v. City Council of Walsenburg*, 160 P.3d 297, 299 (Colo. App. 2007).

The Colorado Supreme Court has determined that COML is constitutional and does not violate the First Amendment rights of the government officials whose conduct it regulates. *Cole v. State*, 673 P.2d 345, 350 (Colo. 1983).

COML includes a broad enforcement provision and provides that:

> Any person denied or threatened with denial of any of the rights that are conferred on the public by this part 4 has suffered an injury in fact and, therefore, has standing to challenge the violation of this part 4. *§ 24-6-402(9)(a), C.R.S.*

ANALYSIS

First Claim for Relief: Declaratory Judgment that Defendants' Conduct Violated COML

a. Violation of COML

The evidence establishes and the court finds that, separately from a public meeting, the Individual Defendants engaged in discussions among themselves in a series of one-on-one meetings regarding Corey Wise's performance as DCSD Superintendent, communicated the content and opinions from those discussions in separate discussions with other Individual Defendants, and reached agreement that Wise's tenure as superintendent should end. Without notifying the three minority board members, Peterson and Williams then met with Wise and presented him with alternatives regarding his departure, either that he could do so voluntarily, or he would be terminated. When he refused to leave voluntarily, he was terminated at a public meeting held on February 4, 2022. At that meeting, the four Individual Defendants voted in favor of termination and the remaining three members of the BOE voted against it.

Marshall does not contend that three or more members of the board met at one time, discussed discharge, and reached an agreement to terminate Wise, but instead he argues that the four Individual Defendants engaged in these activities serially, two members at a time, in an effort to avoid the three-member prohibition of § 24-6-402(2)(b). No notice was given of these meetings, nor was the public able to observe or participate in them. Defendants contend that because no more than two members at a time met and communicated about these issues, they complied with the law.

The court is unaware of any appellate decisions in Colorado addressing whether serial communications violate the COML. Other states, however, have decided this issue. *In Right to Know Committee v. City Council, City and County of Honolulu,* 175 P.3d 111,122 (Hawaii App.

2007) the court held that when city council members engaged in a series of one-on-one conversations relating to an item of Council business, the spirit of the open meeting requirement was circumvented and the strong policy of having public bodies deliberate and decide business in view of the public is thwarted and frustrated.

Colorado's open meeting law is like Hawaii's and, in support of its decision in *Right to Know Committee,* the Hawaii court cited a number of decisions from states with similar laws. *State ex rel. Cincinnati Post v. City of Cincinnati,* 76 Ohio. St. 3d 540, 544, 668 N.E.2d 903, 906 (1996)(The Ohio Sunshine law cannot be circumvented by scheduling back-to-back meetings which, taken together are attended by a majority of a public body); *Booth Newspapers, Inc. v. Wyoming City Council,* 168 Mich. App. 459, 471, 425 N.W.2d 695, 700 (1988)(Open Meetings Act was violated where council members met privately in separate meetings because total number of participating members constituted a quorum even though less than a quorum participated in each meeting); *Del Papa v. Bd. of Regents of the University and Community College System of Nevada,* 114 Nev. 388, 400, 956 P.2d 770, 778 (1998)(holding that serial electronic communications used to deliberate toward a decision violated open meetings law and "if a quorum is present or is gathered by serial electronic communications, the body must deliberate and actually vote on the matter at a public meeting"); *Stockton Newspapers, Inc. v. Members of the Redev. Agency of Stockton,* 171 Cal. App. 3d 95, 98, 214 Cal. Rptr. 561, 562 (1985)(a series of telephone contacts constitutes a meeting within California's public meeting law and "the concept of 'meeting' under the [California open meeting law] comprehends informal sessions at which a legislative body commits itself collectively to a particular future decision concerning the public business"); *Blackford v. Sch. Bd. of Orange County,* 375 So.2d 578, 580 (Fla. Dist. Ct. App. 1979)(holding that "the scheduling of six sessions of secret discussions, repetitive in content, in rapid-fire seriatim and of such obvious official portent, resulted in six de facto meetings by two or more members of the board at which official action was taken," and "[a]s a consequence, the discussions were in contravention of the Sunshine Law"); *Sacramento Newspaper Guild v. Sacramento County Bd. of Supervisors,* 263 Cal. App. 2d 41, 50, 69 Cal. Rptr. 480, 487(1968) ("An informal conference or caucus permits crystallization of secret decisions to a point just short of ceremonial acceptance. There is rarely any purpose in a nonpublic pre-meeting conference except to conduct some part of the decisional process behind closed doors. Only by embracing the collective inquiry and discussion stages, as well as the ultimate step of official action, can an open meeting regulation frustrate these evasive devices").[4]

[4] Plaintiff has provided the court with several other authorities in support of this position that the court finds instructive. *Harris v. City of Fort Smith*, 197 S.W.3d 461, 467 (Ark. 2004)("an informal meeting subject to the [open meetings law] was held by way of" one-on-one meetings); *Wood* v. *Battle Ground Sch. Dist.,* 27 P.3d 1208, 1216 (Wash. Ct. App. 2001)("the [Open Public Meetings Act] does not require the contemporaneous physical presence of the members to trigger its provisions" and concluding that a *prima facie* case of a meeting by e-mail was established when a quorum of school board members "exchanged mail (e-mail) messages about Board business"); *Handy v. Lane County*, 362 P.3d 867, 881 (Or. Ct. App. 2015), *aff'd in part on other grounds*, 385 P.3d 1016 (Or.

These decisions are consistent with the position that Colorado has taken about the conduct of public business. The COML declaration of policy provides that even "the *formulation* of public policy…may not be conducted in secret." § 24-6-401(emphasis supplied). And meetings regarding public business must be public not only when decisions are made, but also in situations where "public business is *discussed.*" § 24-6-402(2)(b)(emphasis supplied). Statutes such as the COML are to be interpreted most favorably to protect the ultimate beneficiary, the public. *Cole v. State*, 673 P.2d at 349. Circumventing the statute by a series of private one-on-one meetings at which public business is discussed and/or decisions reached is a violation of the purpose of the statute, not just its spirit.

The hiring and firing of a school district's superintendent is clearly a matter of public business. It is a subject that can generate strong feelings and it is a matter on which the public can expect to be fully informed. Discussion by members of the BOE, let alone ultimate decisions on this subject, should be conducted at meetings open to the public.

The evidence supports and the court finds that four members of the board discussed and collectively committed, outside of a public meeting, to terminate Wise's employment. On Friday January 28, 2022, two of the majority board members, Peterson, the BOE president, and Williams, the BOE vice-president, met with Wise. As testified to by the various majority board members, prior to that meeting with Wise, one-on-one conversations regarding his performance as superintendent had been occurring between them.

Ahead of the meeting with Wise, Peterson and Williams met with legal counsel. They informed Myers and Winnegar about the meeting with Wise before it occurred, but they did not tell the minority board members about it until after it was over. Myers testified at the preliminary injunction hearing that the four majority board members understood that the meeting was to ask Wise to resign immediately. *Ex. 8, p. 31.*

With regard to this meeting, Williams stated at the February 4, 2022 special board meeting that:

> …President Peterson and I did meet with the superintendent a week ago today. After having separate phone conversations with the other majority members, I felt it would be kind and compassionate to have a conversation about our concerns privately. We were not secretive. And in fact, we intentionally conveyed our conversation with Mr. Wise to the other board members one on one.

2016)("the Public Meetings Law…contemplates something more than just a contemporaneous gathering of a quorum. A series of discussions may rise to the level of prohibited 'deliberation' or 'decision'; the determinative factors are whether a sufficient number of officials are involved, what they discuss, and the purpose for which they discuss it—not the time, place and manner of their communications.")

I was truly trying to give the superintendent the opportunity to look at the options and having time to think about it." *Ex. 7, p. 16.*

At that same special meeting Peterson stated that:

> To respond, no laws were broken. Nothing was unethical. I initiated a conversation with Corey [Wise] because I wanted to address some concerns I had. Since then the actions that I have seen from the board minority have demonstrated that Corey may not be trusted to execute the priorities of our communities and the best interest of our students. There was no, you will resign. There was no direction to resign.
>
> There was a discussion of all the options available in this contract, including his availability to terminate it, to terminate unilaterally from this board, to terminate from cause. Everything was covered. There was a conversation about, what are your plans? When do you plan to move on? What are you thinking? And then there was an idea that you could resign. You may want to consider that. That absolutely was discussed, to say, this is where I am. This is where another director is. But we are looking for your input. *Id*. p. 23.

In a review of what actually transpired at that meeting, based on a recording that was made, it is difficult to identify any portions of it that address "concerns" that Peterson and Williams had other than concerns about how quickly Wise's superintendency could be brought to an end. There was no indication from Wise that he had any intention or plan about retiring or "moving on" or of leaving his position anytime before the end of his contract. The meeting included these statements by Peterson and Williams:

> Peterson: Independently we've had talks of the, frankly we're looking to move to a new direction and the Board wanted to…and we've talked independently we've reached out to some of the other directors, some new directors to see where we are…and here's why I wanted you, we were actually already in the same place, that we thought we'd reach out. Ex. 2, p.2.
>
> Peterson: …I don't know if you, when you were looking at retirement or if retirement, but if that was at the end of the year or that was even a possibility, I think that would be too long a transition, so we would like you to have the opportunity to, we've been talking independently and directly with the other directors there's a very strong demand to moving forward in this school year. *Id.*
>
> Williams: We don't want to make this horrible, we don't want to make this super public, but we are prepared to do that if that's the direction in which it has to go. We don't want that for you because we want to be able to, if you choose to find another job, we don't want this be super public and have it be horrible. *Id.*

> Peterson: I'd be willing to advocate with the other directors or whoever's negotiating to at least pay you to the end of June. Because we are asking you move this up, and really that's around having four directors that are absolutely committed to moving a new direction. *Id.* at p. 3.

Peterson indicated that they wanted his decision by Tuesday night and that if he chose to resign, they wanted it to be effective the next day, Wednesday. Peterson then said:

> …if you call us Monday and you say, "No Mike, I don't think I'd like to resign, I'd like to move forward with termination, then we can get to a special meeting and appoint a hearing officer, start those things, but if possible we'd like you to, excuse me consider [inaudible] let us know." *Id.* at p. 4.

Though disguised as a choice, Wise was not given an opportunity to continue his employment. The only options presented were options about how his job would end. Peterson said there was a discussion of all the options available in the contract, but the options he described were, "[Wise's] availability to terminate it, to terminate unilaterally from this board, to terminate from [sic] cause." Peterson's statement that if Wise chose not to resign a special meeting would be called and a hearing officer appointed, was a direct reference to pursuit of a termination with cause which could lead to Wise potentially being deprived of his salary. *Ex. A, ¶8(c).*

Williams also referenced termination for cause stating, "I know a lot [sic] things have happened and so we believe we have enough for cause." *Ex. 2, p. 3.* In her testimony at the preliminary hearing Williams indicated that the options presented to Wise were retirement, resignation, termination with cause, or terminate without cause. *Ex. 8, p. 57 & 68* . Following the meeting with Wise, Williams contacted Director Ray by telephone and told him, I have talked to the newly elected directors and "we have a strong four prepared to move forward" and "we are going to go in a different direction with leadership." *Prel. Inj. Tr. (Ex. 8), Ex. 1.*

A decision had been made by four directors to end Wise's involvement with the district either by resignation or by termination. That decision was then formalized at an official meeting on February 4th. The failure to permit public comment at the February 4th meeting is discussed in more detail below, but that failure is additional evidence of the Individual Defendants' commitment to their course of action.

The court finds that the Plaintiff has proved that the Individual Defendants' conduct was in violation of the COML, that by their conduct the Plaintiff was deprived of rights under COML and he is entitled to a declaratory judgment to that effect pursuant to §24-6-402(9)(a).

b. Cure of Violation

Defendants argue that on February 4, 2022, a special meeting of the BOE was held at which time Wise's contract was terminated. They argue that this cured any COML violations.

It is true that prior decisions by a public body can be cured by holding a subsequent complying meeting. *Colorado Off-Highway Vehicle Coalition v. Colorado Bd. of Parks and Outdoor Recreation*, 292 P.3d 1132, 1137-38 (Colo. App. 2012). Such meetings, however, cannot be a "rubber stamping" of an earlier decision. The Plaintiff argues that this meeting was a rubber stamping of the prior decision and the court agrees.

COML's intent is:

> … that citizens be given the opportunity *to obtain information about and to participate in the legislative decision-making process*…A citizen does not intelligently participate in the legislative decision-making process merely by witnessing the final tallying of a predetermined vote. *Cole v. State*, 673 P.2d at 349. (Emphasis supplied).

Here the special meeting was noticed by Peterson just twenty-four hours before it was held, a week after the meeting between he, Williams and Wise, and just over two days after the deadline for Wise's decision to retire or resign. Ex. 7, *pp. 2-4*.

An action item for the meeting was the termination of Wise's contract. *Id*. at pp. 5-6. At the preliminary injunction hearing, Williams testified that this board adopted the practices and procedures of previous boards in conducting public business. *Ex. 8, p. 62.* At this special meeting, however, the public was not allowed to speak. This denial of public comment was inconsistent with past BOE procedures regarding action items. Ray stated that it had been the practice of the board for decades to allow public comment prior to taking any formal action, and that statement was not disputed. *Feb. 4, 2022, Mtg. Tr., p. 6.*

Director Hanson then asked:

"Can you just help me understand why public comment was not allowed this evening?"

Director Peterson responded:

> Sure, I'll answer that. I think we heard the voters loud and clear in November, and the district moves in a different direction. Although, they've been ignored by the minority. *Id*. at p. 6.

Director Meeks then commented:

> Since I've been on the board, I don't believe we've ever had an agenda with an action item where we did not allow public comment. So, I'm just curious why you feel this

topic has urgency and rises to the level of breaking past precedence since I've been on the board. *Id.* p. 7.

Director Peterson responded: Yeah, asked and answered. Thank you. *Id.*

Peterson acknowledged that public comment was typical, but said it was not required.[5] In this situation to break with long standing procedural practice and deny public participation, which is at the core of the COML, was evidence that the decision to terminate Wise was being rubber stamped. Additionally, the justification for doing so rings hollow.

Those who voted for the new BOE members the preceding November may have wanted a different approach to education in Douglas County, but that election did not change COML's purpose to allow public participation in the Board's decision-making process. Likewise, a perception by the Board President, or even by the majority board members, that the minority board members had ignored the voters' desire for different decisions to be made in the future did not justify depriving the public of its right to participate in the board's decision-making going forward.

The court finds that the decision made at the February 4, 2022, meeting was a rubber stamping of the discharge discussion and decision that constituted the COML violation by the Individual Defendants and the violation, therefore, went uncured.

Second Claim for Relief: Injunctive Relief Barring Future Violations of COML

COML recognizes Colorado courts have jurisdiction to issue injunctions "to enforce the purposes of this section upon the application by any citizen of this state." § 24-6-402(9)(b). A proceeding under this statue implicates the interests of the public and not just the interests of the person bringing the action.

The Plaintiff's request for relief is that the board do what the statute requires. Plaintiff requests an injunction to insure that occurs. At trial Peterson voiced concern about being unable to react quickly to certain situations if an injunction was in place, such as responding to a sudden request from the press for a statement of board position on an issue. Although alternatives, such as convening a special meeting of the board, may take some time, such a situation is the natural outcome of a law that circumscribes governmental decision making and insures that decisions on public matters are made in the open and not behind closed doors.

[5] Peterson stated, "Due to the meeting last Monday and numerous e-mails, we have heard plenty of public comment on this issue, both for and against. And per policy BEDH, the words "typically" apply. So we typically have public comment, but BEDH does not require public comment." *February 4, 2022, Mtg. Tr.* p. 7. The Monday meeting apparently referred to a meeting noticed and held by the minority board members, but it is unclear if any of the majority members attended. Various references in the record indicate that individual board members had received e-mails regarding the superintendent.

The court has the power to grant injunctive relief, however, it is still necessary to determine whether such relief is appropriate. Because equitable relief in the nature of an injunction constitutes a form of judicial interference with continuing activities, courts are reluctant to grant such relief where the complained of actions are those of the executive or legislative branches of government exercising their authority. *Rathke v. MacFarlane*, 648 P.2d 648, 651 (Colo. 1982).

In his complaint Marshall alleges that:

> Defendants have made clear that they believe that they do not violate COML when they collectively discuss public business among three or more Board members, without public notice or public observance of the discussion, so long as they don't engage in simultaneous discussion among three or more of them. *Complaint, ¶ 26.*
>
> Defendants therefore have indicated that they intend to continue the unlawful practices described above, unless enjoined by this Court. *Complaint, ¶ 27.*
>
> Plaintiff, and all other members of the public, who have rights of notice and observation of such future "meetings" of the Board, will suffer irreparable injury if those future violations are not enjoined. *Complaint ¶ 28.*

This case arose in the context of a particular situation, namely removing the DCSD Superintendent. While the Individual Defendants believed their behavior did not violate COML, it does not appear that they were purposefully acting in an unlawful manner. They did not blatantly violate the statute by gathering as a group of three or four to discuss public business. They apparently received advice from an attorney regarding interpretation of the statue and then acted consistently with that interpretation in a manner they believed circumvented the statute's prohibitions.

There is no indication that once a court has determined their behavior did not comply with COML, they will continue to engage in the prohibited practice. There has been no suggestion that since the court issued its findings in the March 9, 2022 preliminary injunction order that the Individual Defendants have engaged in sequential one-on-one discussions or decision making that is prohibited by the statue. The court finds that there has been insufficient proof to necessitate the coercive power of an injunction being issued against another branch of government to prevent possible future COML violations.[6]

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[6] At the preliminary injunction hearing the following exchange occurred between Peterson and Plaintiff's attorney Steven Zansberg:

> Z: All right. So you- -you believe that you're allowed to discuss the views of three or more members of the board, amongst yourselves, not contemporaneously, without violating the open meetings law, so long as you don't reach a decision, is that correct?

Third Claim for Relief-Declaration that the Decision to Terminate Wise is Null and Void

Plaintiff seeks a declaration by the court that the decision by four members of the BOE to terminate the employment contract of school superintendent Wise was in violation of COML and is therefore null and void.

Corey Wise was never a party to this case. While the case was pending, he and the DCSD reached a settlement regarding all claims connected to his employment with DCSD and the termination of that employment.

It is the duty of a court to decide actual controversies by a judgment which can be carried into effect, and not to declare principles or rules of law which cannot affect the matter in issue before it. *Anderson v. Applewood Water Association, Inc*., 409 P.3d 611, 617 (Colo. App. 2016); §13-51-110; C.R.C.P. 57(f). "A case is moot when a judgment would have no practical effect upon an existing controversy or would not put an end to an uncertainty." *Freedom from Religion Foundation, Inc. v. Romer*, 921 P.2d 84, 88 (Colo. App. 1996).

In the first claim for relief the court determined that the Individual Defendants' conduct in discussing and agreeing to terminate Wise's contract was a violation of COML. This third claim, however, seeks to have Wise's termination declared null and void. Such a claim might have some vitality if there was an issue of removing a barrier to Wise resuming his role as superintendent. Wise is the one directly affected by such a finding, however, and he is not seeking that determination. There is no longer an issue about his termination. He is not the

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P: I believe that the only time that multiple views were discussed, is when I was talking with Vice President Williams to say, "We should go meet with him because, independently, four people have arrived at this." There was not a constant comparing of views. So in that respect, no, I do not think I broke any laws.

Z: All right. So is- -is it to fair to say that unless this Court tells you you're wrong about that, and that you would certainly intend to continue conducting the board's business in this fashion; is that correct?

P: In terms of talking with to individual directors one-on-one is - -

Z: And sharing other director's views on that topic, yes.

P: No. I don't think I am. In fact, I've - - after all these things, I am going forward, and frankly, I'm doing a lot more email. But no, I will probably not do that. It was done in, I believe, one instance, just to set up a meeting and say, "This is why we're meeting because we have four people." *Ex.8, p.85.*

During Peterson's cross-examination by his attorney Joshua Raaz, the following additional exchange occurred:

R: President Peterson, you've indicated that due to this event, you're going to be changing the way that you conduct business with the board in terms of email use?

P: Oh, just in terms of - -yeah. I'm probably doing more email use to document things that I would normally do probably by just picking up the phone, for all directors, all seven.

R: And you have no intention of relaying one director's opinion or anything like that to another director after this?

P. Not unless it's a logistic thing, like around availability or scheduling. But not opinions, no. *Ex. 8, p. 86.*

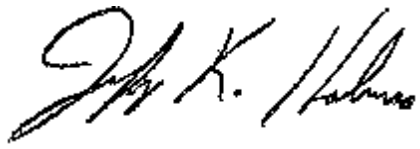
DCSD superintendent. He has settled any claim that he may have to reinstatement or damages in connection with his discharge and is not seeking to return to his former job.

Because the conduct sought to be redressed by declaratory relief has been resolved, a finding by the court that Wise's discharge is null and void would have no practical effect upon an existing controversy, nor would it put an end to an uncertainty. See *Id*. The court concludes, therefore, that this claim is moot.

CONCLUSION

The court grants the declaratory judgment requested in connection with Plaintiff's first claim for relief. The court denies the injunction requested in the second claim for relief and the judgment declaring Superintendent Wise's termination null and void requested in the third claim for relief.

DONE AND SIGNED this 16th day of June, 2023.



Jeffrey K. Holmes, District Court Judge